

DATED

DAY OF

MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMISSIONER OF HIGHWAYS

-AND-

EYRE PENINSULA LOCAL GOVERNMENT ASSOCIATION

(ABN 90 992 364 300)



CROWN SOLICITOR

(Within Department of Planning, Transport and Infrastructure)

Level 7, 77 Grenfell Street

ADELAIDE SA 5000

TABLE OF CONTENTS

1. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING2

2. KEY OBJECTIVES AND SCOPE OF MEMORANDUM2

3. CONFIDENTIALITY2

4. FUTURE INTENT3

5. COSTS3

6. TERM AND TERMINATION3

7. GENERAL3

MEMORANDUM OF UNDERSTANDING dated day of

PARTIES:

COMMISSIONER OF HIGHWAYS, a body corporate established under the Highways Act 1926 (SA), of C/- Office of Chief Executive, Level 7, 50 Flinders Street, Adelaide SA 5000, conducting operations through the Department of Planning, Transport and Infrastructure (**DPTI**)

AND

EYRE PENINSULA LOCAL GOVERNMENT ASSOCIATION, a body corporate and regional subsidiary established under the Local Government Act 1999, of 89 Liverpool Street, Port Lincoln SA 5606 (**EPLGA**).

BACKGROUND:

- A. Road maintenance has a significant impact on community safety and economic performance. Roads play an important role in providing access to employment, social, recreational and education opportunities, as well as supporting economic prosperity through the efficient, reliable and safe movement of people and goods.
- B. Both State and Local Government are road managers and maintain a considerable network of sealed and unsealed roads across the State.
- C. DPTI is responsible for the maintenance of over 46,500 lane kilometres of roads, over 1,500 bridges and structures and more than 30,000 light poles.
- D. The Eyre and Western region covers more than 230,000 square kilometres, extending from Whyalla in the east to South Australia's border with Western Australia in the west.
- E. Extensive infrastructure includes four of the State's nine major export ports, three major regional airports and connections to the national road and rail networks. Local Government maintain over 13,000 kilometres of local roads within the Eyre Peninsula with approximately 94% of these roads unsealed. The Eyre Peninsula faces challenges when it comes to the development and maintenance of its infrastructure due to its size, remoteness, diversity and scattered nature of its population.
- F. There are synergies and areas for greater collaboration between Local Government and State Government in regard to maintenance of the road networks.
- G. EPLGA has expressed its desire to work with DPTI to identify opportunities where there are benefits opportunities for more collaborative activities or initiatives between State and Local Government in regard to maintaining the road network that provide real benefits for communities.

IT IS AGREED:**1. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING**

- 1.1 The provisions of this Memorandum are intended to describe the manner and extent to which DPTI and EPLGA will work together for the purpose of exploring opportunities and collaborating in the area of road maintenance delivery.
- 1.2 This Memorandum records the current level of understanding between DPTI and EPLGA and is a record of their intentions in respect of the issues described in this Memorandum.
- 1.3 DPTI and EPLGA agree that clause 3 and clause 5 only are contractually binding and no other clause imposes any legal liability or obligation on DPTI or LPGA.
- 1.4 DPTI and EPLGA also agree that this Memorandum does not constitute any offer or invitation which is capable of acceptance.

2. KEY OBJECTIVES AND SCOPE OF MEMORANDUM

- 2.1 The key objectives of the parties are to:
 - 2.1.1 support regional economies through building capability and capacity;
 - 2.1.2 enhance the safety of the road network;
 - 2.1.3 improve the efficiency of road maintenance delivery; and
 - 2.1.4 assess current levels of service in regard to road maintenance.
- 2.2 DPTI and the EPLGA will enter into and continue discussions and collaborate in relation to the delivery of road maintenance, with particular regard for these key objectives.
- 2.3 The discussions and collaboration between DPTI and the EPLGA may focus on, but are not limited to, the following areas:
 - 2.3.1 road maintenance delivery approaches;
 - 2.3.2 procurement opportunities in road maintenance;
 - 2.3.3 levels of service for the road network; and
 - 2.3.4 optimising resources, including plant and equipment utilisation.
- 2.4 The parties will:
 - 2.4.1 work together in a collaborative manner;
 - 2.4.2 be open and honest; and
 - 2.4.3 act in good faith towards each other to the fullest extent possible to achieve the purpose of this Memorandum in a timely manner.

3. CONFIDENTIALITY

- 3.1 Each party shall treat as confidential all confidential information obtained by the party from the other party in connection with this Memorandum and must not divulge such information to any other person except:

- 3.1.1 to employees of the party who need to know that information;
- 3.1.2 DPTI may disclose such information to Parliament, the Governor, Cabinet, a Parliamentary or Cabinet committee or sub-committee or any other Minister of the South Australian Government.
- 3.2 The previous subclause does not apply to information which was rightfully in the possession of a party prior to the execution of this Memorandum or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).
- 3.3 The obligations as to confidentiality under this clause survive any expiry or termination of this Memorandum.

4. **FUTURE INTENT**

Should the work governed by this Memorandum conclude that opportunities do exist that require further investigation, the parties may seek to prepare and enter into a more detailed Memorandum which caters for the additional work, contractual arrangements and interface required between the Parties.

5. **COSTS**

- 5.1 DPTI and EPLGA shall each bear their own costs of and incidental to the negotiation, preparation and execution of this Memorandum, including any costs incurred in relation to the discussions which are contemplated by this Memorandum.
- 5.2 Any actions taken by DPTI or EPLGA under or in reliance on this Memorandum will be at their own risk and expense.

6. **TERM AND TERMINATION**

- 6.1 This Memorandum commences on the date it is signed by the last of the parties and continues for a period of 3 years, unless terminated earlier.
- 6.2 Either party may terminate this Memorandum by giving the other party 14 days written notice.

7. **GENERAL**

7.1 **Modification**

Any modification of this Memorandum must be in writing and signed by all parties.

7.2 **Disclosure of Memorandum**

- 7.2.1 DPTI may disclose this Memorandum and/or information in relation to this Memorandum in either printed or electronic form and either generally to public or to a particular person as a result of a specific request.
- 7.2.2 Nothing in this clause derogates from:

- (a) EPLGA's obligations under any provisions of this Memorandum;
or
- (b) the provisions of the Freedom of Information Act 1991 (SA).

7.3 Exclusion of Implied Relationships

- 7.3.1 Neither party is deemed or construed to constitute a partner, joint venturer, principal, agent or fiduciary of the other party.
- 7.3.2 Neither party has the authority to act for or to incur any liability or obligation on behalf of the other party, except with the express written authority of that other party.

EXECUTED AS A MEMORANDUM

SIGNED by)
COMMISSIONER OF HIGHWAYS)
 in the presence of:)

.....
 Witness
 [Print Name:]

SIGNED for and on behalf of **EYRE PENINSULA**)
LOCAL GOVERNMENT ASSOCIATION)
 by the following persons:)

.....
Signature - President

.....
Signature - Executive Officer

.....
Name

.....
Name